

Exhibit J, in substantially the same location and size. Any expansion or replacement may not substantially alter the character or function of the structure, and requires the Grantee's prior written approval.

- c. Right to Access: Subject to the terms of this Conservation Easement with respect to prohibited uses and permitted uses, the Grantor shall retain the right of unimpeded access to the Conservation Easement Area. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon the Conservation Easement Area or any portion thereof where no such right existed to the public immediately prior to the execution of this Conservation Easement.
- d. Actions Against Grantee: In the event of a breach of this Conservation Easement, the Grantor may bring action against the Grantee for failing to fulfil its obligations as contained herein. Prior to an action being brought, the Grantor shall provide written notice, as set forth herein to the Grantee, advising of the breach of duty and demanding that Grantee abide by the provisions of this Conservation Easement. Grantee agrees to indemnify Grantor, including any affiliated entities, directors and employees, against all claims, losses, liabilities or expenses arising out of this Conservation Easement unless caused by the gross negligence or willful misconduct of the Grantor.
- e. Requirement of Notice: If, after a twenty-eight (28) day period following the date of written notice as provided above ("Notice Period"), the Grantee continues in its breach of duties or if the Grantee does not take substantial corrective measures within the Notice period, or if Grantee should fail to continue diligently to provide said duties, the Grantor may bring an action in law or in equity to enforce the terms of the Conservation Easement and recover any damages for the loss of the conservation values protected hereunder, including without limitation, attorney fees. The remedies available to Grantor include, without limitation, enjoining the violation through injunctive relief, seeking specific performance, and obtaining declaratory relief, restitution, reimbursement of expense including without limitation the expense of restoration of the Conservation Easement Area, and/or an order compelling restoration of the Conservation Easement Area.
- f. Requirements for the Conservation Easement Area: The following minimum conditions shall apply to the Conservation Easement Area:
 - (1) The Grantor shall be responsible for clearly marking and identifying the Conservation Easement Area boundaries prior to the first annual monitoring visit; and
 - (2) The Grantor shall be responsible for ensuring that contractors and/or workers involved in activities near or adjacent to the Conservation Easement Area have knowledge of the terms and conditions of these restrictions and that a copy of these restrictions is provided to such contractors or workers; and
 - (3) Construction debris shall not be placed in or discharged to any waterway, stream or buffer area within the Conservation Easement Area, and shall be removed immediately should any such debris be present in said areas; and